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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 1st April, 2026

No. 621867-HII(2)-2026/3618.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference **No. 83/2021 dated 22.12.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

ARVIND KUMAR SHARMA, AGED ABOUT 48 YEARS, R/O SH. M.L. SHARMA, R/O GH 39, FLAT NO. 16, SECTOR 5, MDC, PANCHKULA, DISTRICT PANCHKULA, HARYANA. (WORKMAN)

AND

1. THE STORE INCHARGE, M/S FIREFOX BIKES PVT. LTD., (COCO STORE), SCO NO. 2470, SECTOR 22- C, CHANDIGARH - U.T. - 160022.

2. THE MANAGING DIRECTOR-CUM-CEO, M/S FIREFOX BIKES PVT.LTD. (HEAD OFFICE), #2-A-1001, 10TH FLOOR, TWO HORIZON CENTRE, SECTOR 43, DLF, PHASE 5, GURUGRAM - 122002. (MANAGEMENT)

AWARD

1. Workman Arvind Kumar Sharma has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act')*.

2. Briefly stated, the workman was appointed as Assistant Store Incharge w.e.f. 24.10.2011,after due process of selection and posted at Chandigarh. He was in continuous service of the management till 1[illegible].2018 (A.N.) when his services were illegally, arbitrarily and unlawfully terminated by the management without any reason. The workman was not served with any charge sheet and no inquiry was held against him. His wages w.e.f. 01.08.2018 to 14.12.2018 were also not paid by the respondent-management. At the time of his termination, he was drawing ` 22,864/- (in hand) per month. Total wages of ` 1,02,888/- (approx.) of 4 ½

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months was also due to be paid to him by the management. The workman had made several requests for release of his due wages but all in vain. The workman had put in more than 240 days of continuous service in each calendar year and also completed more than 240 days in 12 months preceding the impugned termination. The management had not maintained any seniority before effecting the termination and juniors to the workman have been retained. The management has employed fresh hand in place of the workman. The management has violated Section 25F, 25G & 25H of the ID Act. The workman had tried his best to secure employment elsewhere but is facing unemployment till date. The workman approached the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh vide demand notice No.213/2020 dated 21.12.2020 regarding his unlawful termination. The demand notice remained unsettled and the Assistant Labour Commissioner-cum-Conciliation Officer issued certificate vide Memo No.1110 dated 28.04.2021 with an advise to approach the appropriate forum as per provision of Section 2A(2) of the ID Act. Hence, the claim statement. A prayer was made that the workman may be reinstated with continuity of service, full back wages and consequential benefits.

3. The management contested the case of the workman and filed written reply raising preliminary objections inter alia on the ground that the workman was found guilty of embezzlement by the respondent-management and he was asked to deposit the misappropriated amount but instead of making payment, he filed demand notice dated 21.12.2020. The respondent-management had lodged police complaint and also filed the criminal complaint before the Learned Chief Judicial Magistrate, Chandigarh. Further, the respondent-management had also initiated civil proceedings to recover the amount, which was misappropriated by the workman along with another employee namely Jeewanjeet Singh and the same is pending before the Court of Ms. Lovejinder Kaur, Civil Judge, Jr. Division, Chandigarh. On merits, it is admitted that the workman was appointed as Assistant Store Manager vide appointment letter dated 24.10.2011 at the store of Firefox Bikes Private Limited, at SCO No.2455-56, Sector 22, Chandigarh. As per Clause 3 of the appointment letter, he was responsible for (i) the account in-charge maintained at the store; (ii) deposit of revenue realised in cash in the company's bank account; (iii) submission of sales encashment report with the accounts department of the company; (iv) taking care of the day to day functioning of the store and (v) responsible to make good, on demand, within a period of one week any shortfall in the revenue deposit with the bank. The services of the workman were terminated after adopting principles of natural justice and sufficient opportunity was given to him. According to Clause 11 of appointment letter, the workman was responsible for the safe custody of any tools, equipments, books or property of the respondent-management which were in his charge. The management had the right to deduct dues from the salary for any damage or loss caused by him to the property of the respondent-management. In termination letter, it was specifically mentioned that earlier the workman in connivance with Mr. Jeewanjeet Singh (then Store In-charge) had conspired to the act of misappropriation and embezzled the sale proceeds in cash received from the customers in the sum of ` 1,30,364/- by deliberately not depositing the same into the bank account of the respondent-management for which both, the workman and Mr. Jeewanjeet were left off and they also undertook not to repeat such acts in futurebut again in the month of August, 2018 upon reconciliation of the accounts of the store for the period ranging from April 2016 to 2017, it was re-discovered by the management that again the workman and Mr. Jeewanjeet embezzled / siphoned off sale proceeds in cash in the sum of ` 4,55,087/- and ` 9,77,664/- received from the sale of bicycles and parts thereof to the customers at the store, following which the management had filed a compliant against both of them on 18.10.2018 with Station House In-charge, Sector 22, Chandigarh and also filed criminal complaint under Section 156(3) of Cr. P.C. as well as recovery suit against them to recover the amount. The respondent orkman after the revelation of his involvement in fraud and the management found his services were not satisfactory. The management had followed the provision of Section 25F of the ID Act. The workman was given a time period of 30 days after issuance of letter dated 13.12.2018. The termination of the workman does not attract Section 25G & 25H of the ID Act as he was terminated for his fraudulent conduct in connivance

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with Mr. Jeewanjeet Singh. Remaining averments of the claim of the workman were denied and ultimately, it is prayed that the claim of the workman may be dismissed.

4. The workman filed rejoinder to the written reply wherein he reiterated the contents of the claim statement and opposed the averments made by the management in its written reply.

5. From the pleadings of the parties, following issues were framed vide order dated 12.04.2022 :-

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ?OPW

2. Relief.

6. Thereafter, both the parties were called upon to lead their respective evidence.

7. In evidence of the workman, workman himself appeared as AW1 and tendered in evidence his affidavit Exhibit 'AW1/A'. He also tendered into evidence documents :-

Failure report bearing Memo No.1110 dated 28.04.2021 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh	**Exhibit 'W1'**
Certified copy of statement of account of bank account of the workman for the period w.e.f. 01.08.2018 to 31.10.2018 of account No.00351050144945 maintained with H.D.F.C. Bank	**Exhibit 'W2'**
Printout of e-mail dated 01.06.2018, 06.09.2018, 08.11.2018 and 04.12.2018	**Exhibit 'W3'**
Photocopy of letter containing details of revised salary	**Exhibit 'W4'**

Learned Representative for the workman closed the evidence in affirmative.

8. In the evidence of the management, the management examined Surendra Kumar Pandey - Manager Finance & Accounts as MW1,who tendered in evidence his affidavit Exhibit 'MW1/A' along with documents :-

Self-attested copy of his identity card	**Exhibit 'M1'**
Summary of Chandigarh Account Reconciliation from April, 2016 to August, 2018	**Exhibit 'M2'**

9. The management also examined its Authorised Representative Hardeep Bindra as MW2, who tendered in evidence his affidavit Exhibit 'MW2/A' along with documents :-

Copy of resolution dated 21.01.2020 passed in favour of Hardeep Bindra	**Exhibit 'MW2/1'**
Copy of appointment letter dated 24.10.2011	**Exhibit 'MW2/2'**
Attested copy of ledger sheet for the period 01.04.2014 to 01.04.2017 pertaining to co-worker Jeewan Jeet Singh	**Exhibit 'MW2/3'**
Attested copy of ledger sheet for the period 01.04.2014 to 31.03.2016 pertaining to Arvind Kumar Sharma	**Exhibit 'MW2/4'**

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Termination letter dated 13.12.2018	**Exhibit 'MW2/5'**
Copy of police complaint dated 18.10.2018 filed by the management against the workman and co-worker Jeewan Jeet Singh	**Exhibit 'MW2/6'**
Copy of complaint filed against the workman under Section 156(3) Cr.P.C. before the Court of CJM, Chandigarh pending before the Court of Sh. Kaushal Kumar Yadav, JMIC, Chandigarh	**Exhibit 'MW2/7'**
Copy of suit for recovery filed against the workman pending before the Court of Ms. Rubina Josan, CJJD, Chandigarh	**Exhibit 'MW2/8'**
Reply dated 09.03.2021 to demand notice filed before Assistant Labor Commissioner-cum-Conciliation Officer, U.T. Chandigarh	**Exhibit 'MW2/9'**
Copy of minutes of meeting held on 17.09.2018	**Exhibit 'MW2/10'**

Thereafter, Learned Representative for the management closed the evidence.

10. No evidence in rebuttal was led by the workman.

11. I have heard the arguments addressed by Learned Representative for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No.1

12. The workman is required to prove the said issue.

13. Learned Representative for the workman submitted that the workman was appointed as Assistant Store Inchargeafter following due process of selection, however, he was terminated on 14.12.2018 without any rhyme or reason and no show-cause notice, charge sheet or domestic inquiry was ever conducted against him before his termination. He submitted that the management has violated the principles of natural justice as well as the provisions of the ID Act and the workman is entitled to reinstatement along with back wages and consequential benefits.

14. On the other hand, Learned Representative for the management submitted that the services of the workman were terminated after adopting principles of natural justice and after giving him sufficient opportunity of being heard. The workman was given 30 days' time to explain his position before termination. Hence, there was no violation of principles of natural justice as well as provisions of the ID Act. The workman is not entitled to any relief, as claimed by him.

15. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

16. The workman while appearing as AW1 vide his affidavit Exhibit 'AW1/A' deposed that he was appointed as Assistant Store Incharge after due process of selection w.e.f. 24.10.2011. He was posted at M/s Firefox Bikes Pvt. Ltd., (COCO Store), Sector 22-C, Chandigarh with its registered office at Gurugram and he was continuously employed till 14.12.2018 when his services were illegally terminated by the management without any reason whatsoever. He was not issued any charge sheet. No inquiry was conducted against him

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which is in violation of principles of natural justice. He deposed that the management has adopted hire & fire policy. His wages w.e.f. 01.08.2018 to 14.02.2018 totalling ` 1,02,888/- approximately were not paid by the respondent-management. He further deposed that the respondent had deposited ` 22,864/- for the month of August, 2018 in his salary account on 31.08.2018 but the workman was unable withdraw the same as the management had put hold on it and thereafter 20.10.2018, the respondent-management withdraw the said amount from the salary account without any prior intimation to the workman. The workman testified that he had completed 240 days in each calendar year and themanagement has violated Section 25F of the ID Act. He was neither given one month's notice nor salary for the period was given to him. He further deposed that the management had not maintained any seniority and juniors to the workman were retained in service in violation of Section 25G of the ID Act. The Store Incharge namely Manjit, who was even junior to him, was appointed on the post of Assistant Store Inchargeimmediately after his illegal termination. He further deposed that the respondent has made false and concocted story of embezzlement and misappropriation of amount covering up illegal termination. The impugned termination letter dated 13.12.2018 mentioned that the workman hadalleged embezzled total amount of ` 14,32,751/- whereas in para 3 & 6 of the reply to the claim statement it is mentioned that they have filed recovery suit claiming ` 12,25,728/-.

17. On the other hand, MW1 Surinder Kumar Pandey -Manager, Finance & Accounts, M/s Firefox Bikes Pvt. Ltd. deposed that the workman was employee of the respondent-Company and working with the Company since the year 2010. The respondent-Company has an outlet in Chandigarh wherein the workman and Jeevanjeet Singh were employed as Assistant Store In-charge and Store In-charge respectively and both of them were responsible for functioning of store, maintenance of record of monetary transaction through cash or credit card and to deposit day-to-day sales in the company's bank account on regular basis. He deposed that in the year 2014, the workman in connivance with Store Incharge misappropriated ` 1,30,364/- by not depositing the sale proceeds received from the customers in cash. The said act was in dereliction of duties of the workman and in contravention with rules & responsibilities of employment. The respondent-Company did not lodge complaint against the workman for the said illegal & unlawful act as he undertook not to repeat the same in future. When the respondent-Company realised that the workman in connivance with the Store Incharge was not depositing the actual amount of the sale and tried to defraud the Company and the Company conducted inquiry to make sure and enquire about the deposit of less amount against actual sale and accordingly the reconciliation of the books of the accounts was done at Chandigarh in the year 2018 for the period ranging from April, 2016 to August, 2018.He deposed that in the accounts it was found that the workman had deposited the less cash received from the sale of bicycle and parts thereof at store since April 2016 to August, 2018 and onwards. The workman was briefed about the same discrepancy but he failed to explain the said discrepancy. He further deposed that the respondent-Company lost faith in workman and found that his services were not satisfactory. He was called to explain his version in the meeting held on 17.09.2018. He deposed that not only that the statutory period of 30 days was given to him to explain about the misappropriation of amount in store but he failed to do so, as such,adopting rules of natural law of justice, his services were terminated on 13.12.2018. There was outstanding amount of ` 12,25,728/- which was not deposited by the workman and other employee namely Jeewanjit Singh. The respondent-Company has already lodged a police complaint and thereafter filed a criminal complaint in the competent Court of Law and for recovery of outstanding amount the respondent-Company has filed Civil Suit which is pending in the Civil Court at Chandigarh. MW1 deposed that for the period of August, 2017 to March, 2018 and April, 2018 the workman has deposited less cash in the respondent-Company than the cash received from the said period from the sale of bicycle and parts thereof at the said store due to which the respondent-Company has suffered loss.

18. MW2 Hardeep Bindra- Authorised Representative for M/s Firefox Bikes deposed that the workman had filed the demand notice dated 21.12.2020 and thereafter he filed claim statement to get undue benefits. He

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deposed that that the Company had also lodged police complaint and thereafter filed criminal complaint before the Court at Chandigarh. Further civil proceedings were also initiated before the Court of Law to recover the amount. He deposed that the Company has suffered financial loss to the tune of ` 12,25,728/- and thereafter the services of the workman were terminated by the respondent-Company. He deposed that the present claim statement filed by the workman is an abuse of process of law as the workman in connivance with Mr. Jeewanjit Singh, then Store Incharge has embezzled a sum of ` 12,25,728/- to their own use thereby committed offence under Section 381, 403, 406, 418&420 read with Section 120-B IPC against which the respondent-Company had preferred criminal complaint under Section 156(3) of Cr.PC. The Company had issued several reminders to the workman to pay the amount but he failed to do so. He deposed that the services of the workman were terminated after following due procedure of law.

19. It transpires from the record that the workman has stated that he was appointed as Assistant Store Inchargeon 24.10.2011 and he joined the respondent-Company namely M/s Firefox Bikes Pvt. Ltd. (COCO Store), Sector 22, Chandigarh. The said fact has been admitted by the respondent-management. As such, the workman joined with the management in the year 2011 as Assistant Store Incharge. The workman has deposed that he remained in continuous employment of the respondent-management and his services were terminated on 14.12.2018 by the management without any rhyme & reasons. The respondent-management has produced on record the letter dated 13.12.2018' on the subject 'termination of employment' addressed to the workman (Exhibit 'M2/5').Clause 8 of the said letter, runs as under :-

> *"8. Resultantly, in terms of clause 4 of the LOA, we serve upon you notice for termination of your services w.e.f. from the date of receipt of this notice."*

As such, the said termination of the workman is also not denied or disputed.

20. The workman has deposed that the management has concocted false story of embezzlement and misappropriation against him with anulterior motive to cover up the illegal termination. He deposed that the management has withheld his salary for approximately 4 ½ months from the August, 2018 to 14.12.2018 to the tune of ` 1,02,888/- approximately and despite several requests the management has not released the said salary.

21. On the other hand, MW1 has deposed that the workman in connivance with the Store Incharge had misappropriated the amount of sale proceeds of bicycle and spare parts and there was an outstanding amount of ` 12,57,728/- which was not deposited by him and other employee namely Jeewanjit Singh in the respondent-Company's bank account.

22. The workman during his cross-examination admitted that he was working in the outlet of the management in Sector 22, Chandigarh and another person namely Jeewanjit Singh was Manager / Store Incharge and the daily sales report was prepared by Jeewanjit Singh and he used to forward the same to the management on daily basis. He deposed that the sale collection of the outlet used to be deposited in the bank account of the management by Jeewanjit Singh and in the absence of Jeewanjit Singh, he was handling the store activities which include attending customers, phone calls, completing of all formalities of sales, cash receipts, sending of DSR and in his absence he used to keep cash in safe. Letter of appointment of the workman (Exhibit 'MW2/2') dated 24.10.2011 has been produced on record by MW2. Clause 3 of the said appointment letter runs as under :-

> *"3. On successful completion of your probationary period, your services will be confirmed in writing. Till the time you receive such written communication, you shall continue to remain under probation.*

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As part of your job Asst Store In-charge, you shall take care of day to day functioning of the store. You shall be in-charge of the accounts maintained at the Store. The Revenues realized in cash shall be deposited by you in the account of Firefox Bikes Pvt. Ltd., in the Bank where the account has been maintained, the next working day and if the next working day happens to be holiday on the subsequent day. Simultaneously you will send the Sales Encashment Report to Accounts Department. In case there is any short-fall in Revenue deposit with the Bank, the same shall be made good by you. The short-fall shall be paid by you within a period one week of the Company demanding the same from you."

23. Learned Representative for the management submitted that the workman had misappropriated and embezzled the sum of ` 12,25,728/- from sales revenue from the respondent-management for his own use along with co-worker Jeewanjit Singh, the then Store Incharge of the Chandigarh store and after scrutiny of sales revenue, the embezzlements of cash came into the knowledge of the management and the management sent several reminders against that matter and on 17.09.2018, the workman was called regarding embezzlement and he appeared and gave reply to the same. The workman during his cross-examination admitted that he was called by the management on 17.09.2018 and he visited the office of the management at Gurugram and got recorded his statement with the Head Office, as mentioned in the minutes of the discussion / meeting held at Head Quarters on 17.09.2018. The minutes of the discussion / meeting has also been produced on record by MW2 as Exhibit 'MW2/10'.

24. Learned Representative for the management submitted that as per para 9 of the letter of termination Exhibit 'MW2/5', 30 days' time was given to the workman to explain the embezzlement in the store and he was asked to pay the dues. He drew the attention of the Court towards Clause 11 of the appointment letter Exhibit 'MW2/2' which mentions that the workman wasresponsible for safe custody of tools, equipments, books and property of the Company, which may be in his charge. It further mentions that the Company has right to deduct from his dues the money value of any damage or loss caused by him to the property of the Company. The workman has not disputed the appointment letter Exhibit 'MW2/2', meaning thereby the terms & conditions of the appointment were duly agreed by him. As such, the workman was responsible for deposit of cash, received by the store, in the bank account of the respondent-Company and the management was within its right to recover the financial loss, if any, caused by the workman.

25. The respondent-management has submitted that the Civil Suit for recovery against the workman and Jeewanjit Singh is pending in District Court, U.T. Chandigarh. This fact has been admitted by the workman during his cross-examination. He admitted that the management has filed suit for recovery relating to the amount of alleged embezzlement and he has already filed written statement alongwith counter claim relating to his unpaid salary of 4 ½ months, notice pay in lieu of notice period, incentives and gratuity. It is also admitted that written complaint was moved against him and Jeewanjit Singh to SHO, PS, Sector 22, Chandigarh on the allegations of embezzlement and the workman along with co-worker was called by the police of PS, Sector 22, Chandigarh. As per the admission of MW2, no FIR was registered against the workman and thereafter the management filed a criminal complaint under Section 156(3) Cr. PC which is pending before the Court of Learned JMIC, Chandigarh.

26. Learned Representative for the workman submitted that the workman was never issued any charge sheet nor any domestic inquiry was held by the respondent-management before termination. MW2 had denied knowledge, if any charge sheet was issued to the workman. During his cross-examination, he stated that the inquiry was held in the year 2018 and Mr. Piyush Mittal was appointed as Inquiry Officer. He failed to remember whether any witness was produced by the management to prove the charges of

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embezzlement against the workman. MW1 has denied knowledge, if any, domestic inquiry was conducted against the workman for alleged embezzlement.

27. It is not disputed that the Civil Suit for recovery is pending before the Civil Court at Chandigarh. Further, the management has also stated that the criminal complaint against the workman and co-worker Jeevanjit Singh is pending before the Learned JMIC, Chandigarh. The respondent-management has not produced on record any material to show that the workman was ever issued any charge sheet or any domestic inquiry was held before terminating the services of the workman. The management has violated the provisions of Section 25F of the ID Act. However, keeping in view the facts & circumstances in totality, the material available on record and the fact that the civil and criminal litigation between the management and workman is pending,the workman is not entitled to the relief of reinstatement. Since there is violation of Section 25F of the ID Act on the part of the management, therefore, the workman is held entitled to compensation to the tune of ` 1,00,000/-. Accordingly, the said issue stands decided in favour of the workman and against the management.

Relief

28. In view of the aforesaid findings, the industrial dispute in hand stands allowed to the extent that the workman is entitled to compensation of ` 1,00,000/- from the management. The management is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the abovesaid amount from the date of this Award till the date of actual realisation. Appropriate Government be informed accordingly. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to the concerned Civil Court. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : December 22, 2025

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 1st April, 2026

No. 621872-HII(2)-2026/3614.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference **No. 28/2023 dated 19.01.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RAJAN KUMAR S/O SH. MOHAN LAL VERMA R/O HOUSE NO. 186, MANKPUR DEVI LAL COLONY, NEAR DIVINE PROPERTY DEALER, VILLAGE SURAJPUR GURUDAWRA, SECTOR 3O, PINJORE, KALKA, PANCHKULA (HARYANA) - 134102. (WORKMAN)

AND

1. M/S CONCENTRIX DAKSH SERVICES INDIA LTD., DLF, TOWER 'C', GROUND FLOOR, IT PARK ROAD, KISHANGARH CHANDIGRH THROUGH ITS PRESIDENT.
2. THE PRESIDENT, CONCENTRIX DAKSH SERVICES INDIAL LTD., DLF, TOWER 'C', GROUND FLOOR, IT PARK ROAD, KISHANGARH, CHANDIGARH.
3. SH. DEEPSHIKHA KATARIA, MANAGER (HR), CONCENTRIX DAKSH SERVICES INDIA LTD. DLF, TOWER 'C', GROUND FLOOR, IT PARK ROAD, KISHANGARH, CHANDIGARH. (MANAGEMENT)

AWARD

1. Workman Rajan Kumar has presented Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the workman was working with the respondents-management and he was appointed to the post of Senior Representative (Operations) with the job profile as Advisor II, Customer Services since 22.02.2021 at A salary of ` 2,45,000/- per annum. Further, the respondent-management without any reason stopped the working id. / login id and further stopped his attendance portal abruptly on 22.02.2022. The workman aggrieved by the act & conduct of the company communicated with the management through e-mails and his telephone calls were not responded to by the respondent-management Company. The workman sent a registered post in the name of the President, HR Manager, Manager (HP Printer) of the Company. The workman got no response and thereafter he issued a demand notice dated 18.05.2022 to the Company with a copy to the Assistant Labour Commissioner, U.T. Chandigarh. The management received the demand notice and thereafter the management called the workman for meeting on 20.05.2022. The workman went to attend the meeting but no fruitful conclusion came out. In the conciliation proceedings before the Assistant Labour Commissioner-cum-Conciliation Officer, no representative for the respondent-management appeared. However, after his termination on 16.06.2022, the Representative of the management attended the proceedings but the Company neither offered to pay his back dues nor filedany reply to the demand notice. The workman stated that due to unfair labour practice of the respondent-Company, he suffered financially, physically and mentally and he was diagnosed with F-041 by the Civil Hospital, Sector 6, Panchkula, as evident from OPD slips dated 16.03.2022, 04.06.2022 and 30.07.2022. No amicable settlement could be arrived and the demand notice dated 18.05.2022 remained unsettled. He stated that the applicant is a 'workman' and the management is an 'Industry' as per provisions of the ID Act. He was employed in the Company with headquarters at Chandigarh and therefore, this Tribunal has got the jurisdiction to adjudicate upon the present petition. No such or similar petition arising out of the subject matter of present claim statement has been filed except the claim to

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settle the demands as raised in the demand notice dated 18.05.2022 before this Tribunal. Hence, the claim statement. A prayer was made that the workman may be compensated as per the demands in the demand notice dated 18.05.2022.

3. Management No.1 to 3 filed written statement to the claim statement taking the preliminary objections inter alia on the grounds that the applicant was not a 'workman'. His services stood discontinued during the probation period on 16.06.2022 and on the date of filing of complaint, he was not in employment of the respondent-Company. He was working from home but the work of the applicant was not satisfactory. In the month of February, 2022, the respondent-Company told him to join the office for work but the workman lingeredto join the office on one pretext or another. He did not follow the orders of seniors and lastly, id. was blocked and he was asked to report in office but all in vain. The workman sent the demand notice to the respondent and a meeting was held between the management and workman and he was told to join at the Gurugram Tech Project but he refused to join the same. He was on probation period of 365 days from the date of joining i.e. 22.06.2021and his work & conduct was not satisfactory during the probation period. The transfer was made as per the appointment letter and there was no malafide in the orderof transfer. It is stated that the workman was transferred to Gurugram vide e-mail dated 24.05.2022 but he refused to join. As such after his transfer,his work place was Gurugram and this Court has no jurisdiction to try the present matter. It is submitted that IDR No.32/2023 and the present IDR have been filed on the same cause of action. A prayer was made for dismissal of the claim petition.

4. The workman filed replication to the written statement wherein he reiterated the contents of the claim statement and denied the averments made by the management in its written statement.

5. From the pleadings of the parties, following issues were framed vide order dated 28.11.2023 :-

1. Whether the claimant-workman is entitled to wages, other dues and compensation, as prayed for, if proved in affirmative to what extent and what relief he is entitled to ?OPW

2. Whether the claimant-workman does not fall within the definition of 'workman' as defined under Section 2(s) of the ID Act ?OPM

3. Whether this Court / Tribunal has no jurisdiction to try and decide the present Industrial Dispute Reference ?OPM

4. Whether the claimant has not approached the Court with clean hands and suppressed the material facts ?OPM

5. Whether the claimant is estopped by his own act and conduct from filing the claim application ?OPM

6. Relief.

6. Thereafter, both the parties were called upon to lead their respective evidence.

7. In evidence of the workman, workman himself appeared as AW1 and tendered his affidavit Exhibit 'AW1/A'. He also tendered into evidence documents :-

Letter of termination dated 16.06.2022	**Exhibit 'W1'**
Experience certificate dated 21.07.2022 issued by Concentrix	**Exhibit 'W2'**
Appointment letter dated 20.06.2021 issued by Concentrix	**Exhibit 'W3'**
Details of salary	**Exhibit 'W3/1'**

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Pay slips for the month of July, 2021 to December, 2021 & January, 2022	**Exhibit 'W4' to Exhibit 'W10'**
Postal receipts (3 in number) dated 05.03.2022	**Exhibit 'W11' to Exhibit 'W13'**
Application addressed by the workman to the Manager, H.P. Printer intimating him that his login I.D and attendance revoked on 22.02.2022 etc.	**Exhibit 'W14'**
Printout of e-mails dated 27.02.2022, 24.02.2022 and 23.02.2022 sent by the workman to Concentrix	**Exhibit 'W15' to Exhibit 'W17'**
Demand notice dated 18.05.2022 raised by the workman	**Exhibit 'W18'**
Printout of e-mail dated 23.05.2022	**Exhibit 'W19'**
Medical prescription slip dated 16.03.2022 issued by Civil Hospital, Sector 6, Panchkula	**Exhibit 'W20'**
Notice under Section 2A of the I.D. Act bearing endorsement No.2737 dated 01.12.2022 issued by the A.L.C-cum-Conciliation Officer, U.T,. Chandigarh to workman	**Exhibit 'W21'**
Affidavit under Section 65-B of Indian Evidence Act	**Exhibit 'W22'**

8. During cross-examination of AW1 (workman), the management put e-mail dated 22.05.2022 sent by the management to the workman on his e-mail id. rajan44it@gmail.com as **Exhibit 'M1'.** Thereafter Learned Representative for the workman closed the evidence on behalf of the workman.

9. In evidence of the management, Shalu Verma - Lead HR appeared as MW1 and tendered her duly sworn-in affidavit Exhibit 'MW1/A' along with documents :-

Copy of authority letter dated 17.05.2024 digitally signed by Jane Catherine Fogarty, Director of M/s Concentrix Daksh Services India Pvt. Ltd. in her favour	**Exhibit 'M2'**
Copies of documents i.e. appointment letter dated 20.06.2021 issued by management to workman, appointing to the position of Senior Representative, Operations	**Exhibit 'M3'**
Termination letter dated 16.06.2022	**Exhibit 'M4'**
Letter dated 16.06.2022 issued from Manager Grade-I, Human Resources, Shared Services Sector of management to the workman towards payment of notice pay following his termination from the organisation	**Exhibit 'M4/1'**
Printout of e-mails dated 28.02.2022, 25.02.2022, 24.02.2022, 21.02.2022, 18.02.2022, 17.02.2022 of internal communication of management (colly)	**Exhibit 'M5'**
E-mail dated 20.05.2022 and 27.05.2022 (colly) of communication between the workman and the management	**Exhibit 'M6'**

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Statement of payments to the workman through bank transactions of the period February, 2022 to August, 2022	**Exhibit 'M7'**
Printout of e-mail dated 23.07.2022 21.07.2022 and 19.08.2022 (colly) of communication between the management and the workman	**Exhibit 'M8'**

10. The Management also examined Deepshikha Soni Kataria - Deputy Manager (HR) as MW2 who tendered his duly sworn-in affidavit Exhibit 'MW2/A' along with documents Exhibit 'M1', Exhibit 'M3' to Exhibit 'M8' already exhibited by MW1 and certificate under Section 63 of BSA **(Exhibit 'MW2/1').**

11. The management further examined Vikram Jit Singh - Senior Social Security Assistant, O/o EPF, Sector 17, Chandigarh as MW3, who brought on record summoned record i.e. attested copy of the KYC details, service details and contribution details of the workman (generated from the system in the office of EPF) and deposed that as per record UAN No.100906766689 was allotted to Rajan Kumar S/o Sh. Mohan Lal Verma and as per record, he was issued Member I.D. DSNHP003369300E0000869 in service tenure from 01.07.2016 to 22.09.2020, PBCHD00297800000042552 in service tenure from 22.06.2021 to 16.06.2022, THVSH20034600000044765 in service tenure from 01.08.2022 to 31.07.2023, MHBAN001543600X1149143 in service tenure from 01.08.2023 **(Exhibit 'MW3/1').**

12. Thereafter, the Learned Representative for the management tendered into evidence attested copy of bank account statement of Rajan Kumar bearing Account No.921010028001794 maintained with Axis Bank, Branch Pinjore, Haryana for the period w.e.f. 01.07.2021 to 17.06.2022 (Exhibit 'RA') and closed the evidence on behalf of management No.1 to 3.

13. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 3

14. This issue is taken up in the first instance as the management in its written statement had taken preliminary objection that Tribunal at Chandigarh has no jurisdiction to adjudicate upon the present matter.

15. Learned Representative for the management submitted that the workman was transferred to Gurugram vide e-mail / letter dated 24.05.2022 and thereafter, his place of work was Gurugram. However, Learned Representative for the workman submitted that the workman was appointed on 22.06.2021 by the respondent-management and the appointment letter was issued in that regard. He was working with the management at Chandigarh and workman had never worked at Gurugram and before issuing of transfer letter, he had already issued the demand notice dated 18.05.2022.

16. It transpires from the record that the workman in his cross-examination had admitted that he had never joined at Gurugram in pursuance to the letter of Re-deployment. There is no evidence on record led by the respondent-management to the effect that the workman had ever worked at Gurugram. As such, the said issue stands decided against the management.

Issue No. 2

17. The management is required to prove the said issue. The respondent-management in its written statement had taken the objection that the applicant was not a 'workman' and he was working in managerial and administrative capacity. He was discharging his duties as Advisor - II in the project tech. However, the workman denied that he ever worked in managerial or administrative capacity. The workman during his cross-examination stated that his job profile was 'Representative'. He deposed that he was doing the work of preparing the case on receipt of complaint from the customer and if the same was in warranty period, then it was duty of the workman to assign the same to Technician. He was looking after the customer care of HP Printer while in service with Concentrix Daksh Services. MW1 Shalu Verma - Lead HR in her earlier testimony stated that actual nature of work of the workman was administrative role in Customer Service Department where Technicians

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were working under him. She stated that the workman was performing service of Advisor to Customer Service. MW2 during his cross-examination stated that the workman was on administrative post and that fact was mentioned in the appointment letter (Exhibit 'W3').

18. The perusal of the appointment letter (Exhibit 'W3') reveals that the workman was appointed to the post of Senior Representative (Operations) and his job profile was Advisor - II Customer Service. It is nowhere mentioned in the appointment letter that the nature of work performed by the workman was administrative or managerial one. The 'workman' is defined under Section 2(s) which runs as under :-

"2(s)"workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceedings under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or

(ii) who is employed in the police service or as an officer or other employee of a prison; or

(iii) who is employed mainly in a managerial or administrative capacity; or

(iv) who, being employed in a supervisory capacity, draws wages exceeding ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.] ."

19. The perusal of the record reveals that the workman was appointed as 'Senior Representative' with the respondent-Company vide appointment letter Exhibit 'W3' / 'M3'.

Reliance is placed upon the authority titled as ***Anand Regional Coop. Oil Seedsgrowers' Union Limited Versus ShaileshkumarHarshadbhai Shah, 2006(6) SCC 548*** Held, for determining the question as to whether a person employed in an industry is a 'workman' or not inter alia the nature of work and his terms of appointment and job performed are relevant and no undue importance is to be given to the designation. The prime duties performed have to be seen. It is necessary to be proved that there were some employees working under him whose work was required to be supervised. Being incharge of the section alone and that too it being a small one, would not answer the test.

20. In the present case in hand, the appointment letter is silent qua the managerial or administrative duties performed by the workman. The testimony of the witnesses of the management does not ipso facto establishes that he was performing any administrative or managerial capacity with an authority to control. As such, the applicant is a 'workman' as defined under Section 2(s) of the ID Act. This issue stands decided against the management and in favour of the workman.

Issue No. 1

21. The workman is required to prove the said issue. Learned Representative for the workman submitted that the workman has worked for approximately one year with the respondent-management and his services were terminated without any reason. The management has never issued any notice or charge sheet before his termination and as such, the management has failed to comply with the provisions of Section 25F of

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the ID Act. The workman has suffered harassment at the hands of the management and he is entitled to compensation for the same.

22. On the other hand, Learned Representative for the management submitted that the workman was discharging his duty as Advisor - II Customer Service for HP Printer and he was working from home but his work was not satisfactory. He was asked to join the office for work but he did not join and rather send a demand notice to the respondent-management. He submitted that the workman was asked to join at Gurugram Tech Project but he refused to join the same and subsequently his services were terminated on 16.06.2022. The management has never adopted unfair labour practice and the workman is not entitled to any relief, as claimed by him.

23. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

24. The workman while appearing as AW1 vide his affidavit Exhibit 'AW1/A' deposed that he was appointed on 22.06.2021 to the post of Senior Representative Operations with the job profile as Advisor - II, Customer Service and he was drawing salary of ` 2,45,000/- per annum. However, his working id./login id. was stopped by the management without any reason on 22.02.2022. He deposed that despite communication and e-mails sent to the respondent-management nothing fruitful came out and he was constrained to send a registered post in the name of President, HR Manager, Manager (HP Printer) of the Company. He deposed that nothing was heard from the side of the management and therefore, he issued a demand notice dated 18.05.2022 with the copy to the Assistant Labour Commissioner for initiating conciliation proceedings. He testified that the management called him for a meeting to be held on 20.05.2022 and he attended the meeting but the same did not yield any fruits. He deposed that his services were terminated vide termination letter dated 16.06.2022 during the pendency of the demand notice and the demand notice remained unsettled. The workman suffered a lot financially, physically and mentally. He was deposed with F 041 by the Civil Hospital, Sector 6, Panchkula.

25. On the other hand, MW1 Shalu Verma vide her affidavit Exhibit 'MW1/A' deposed that the services of the workman were dis-continued vide termination letter dated 16.06.2022 as per the contract of employment. She deposed that the workman was discharging his duties as Advisor - II Customer Service for HP Printers and on 17.02.2022 while auditing calls of the workman it was found by the respondent-management that he was not responding to the calls after landing his extension and the management has not received any artefact from the workman for any technical issue. He was asked to report to office for work but he lingered on one pretext or other. He did not follow the order of the seniors and lastly, his working id. was blocked and he was asked to report for work in office but all in vain. Thereafter, when he did not report in the office for work then HP Printer Tech Project was assigned to other person, as per requirement. She stated that on 11.05.2022, the management issued a Re-deployment letter for other project. Thereafter, the workman immediately issued the demand notice dated 18.05.2022 as a counterblast to re-deployment letter. She deposed that the management received the demand notice dated 18.05.2022 on 20.05.2022 and called him for meeting on 23.05.2022. After consideration, the demand notice dated 18.05.2022 was settled between the workman and the management and the management has already disbursed the salary amount of the workman in his Axis Bank account. She deposed that on 24.05.2022, the workman refused to report to other project as per Re-deployment letter dated 11.05.2022 and after lapse of time of re-deployment letter, services of the workman were discontinued / terminated vide letter dated 16.06.2022. Thereafter, the respondent-management sent full & final settlement amount in the account of the workman, which was reversed from the bank due to closure of account. The management sent an e-mail to the workman regarding alternative account details for disbursement of full & final settlement amount but no alternative account was provided by the workman. She deposed that the respondent-management has not received any notice of appearance from the Conciliation Officer till the date of termination letter dated 16.06.2022. There was no violation of provisions of the ID Act. She deposed that the workman was transferred / re-deployed to Gurugram office vide Re-deployment letter dated 11.05.2022 and before transfer / re-deployment, the workman had worked at Pinjore. His services were discontinued / terminated as per terms & conditions of contract. His work was not satisfactory and up to the mark and the workman refused to report to office and join Gurugram as per the transfer order.

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26. MW2 also corroborated the testimony of MW1 vide her affidavit 'MW2/A'.

27. MW3 Vikramjit Singh produced the summoned record i.e. attested copy of the KYC details, service details and contribution details of the workman (generated from the system in the office of EPF) and deposed that as per record UAN No.100906766689 was allotted to Rajan Kumar S/o Sh. Mohan Lal Verma and as per record, he was issued Member I.D. DSNHP003369300E0000869 in service tenure from 01.07.2016 to 22.09.2020, PBCHD00297800000042552 in service tenure from 22.06.2021 to 16.06.2022, THVSH20034600000044765 in service tenure from 01.08.2022 to 31.07.2023, MHBAN001543600X1149143 in service tenure from 01.08.2023.

28. It transpires from the record that the workman was appointed to the post of 'Senior Representative (Operations)' and his job profile was that of Advisor - II Customer Services. He was appointed vide appointment letter dated 20.06.2021 (Exhibit 'W3'/ 'M3').

29. It is the case of the workman that the management had stopped working id. / login id. on 22.02.2022 and that too without any reason or cause and despite various communications and e-mails sent to the management, the management did not respond and he also sent registered post in that regard to the respondent-Company. The workman has placed on record the application addressed by him to the Manager HP Printers intimating about his login id. and attendance revoked on 22.02.2022 (Exhibit 'W14'). However, the respondent-management submitted that while auditing the calls of the workman on 17.02.2022, it came to the knowledge of the management that the workman was not responding to the calls and no information regarding any technical issue was received by the management from the workman. MW1 has placed on record the print out of e-mails dated 28.02.2022, 25.02.2022, 24.02.2022, 21.02.2022, 18.02.2022 and 17.02.2022 (Exhibit 'M5') in that regard. The workman during his cross-examination stated that his id. was blocked in February, 2022 and thereafter it was not re-opened and he did nothing when id. was not opened. He admitted that during his employment period, he was working from home.

30. Learned Representative for the workman submitted that since the respondent-management has failed to respond to his e-mails and letter sent through registered post, the workman issued a demand notice dated 18.05.2022 to the respondent-management (Exhibit 'W18'). The management admitted that the said demand notice was received on 20.05.2022 but at the same time it is the contention of the management that Re-deployment letter dated 11.05.2022 was issued to the workman for his deployment toanother project. The workman in his oral testimony admitted that the management has sent e-mail dated 22.05.2022 on his e-mail id Exhibit 'M1'. He admitted that he did not join at Gurugram in pursuance to letter of re-deployment dated 11.05.2022.

31. It is the case of the workman that the management-Company had called him for a meeting on 20.05.2022 and he attended the said meeting. The workman during his oral testimony stated that he was called for meeting for 20.05.2022 and after consideration, the demand notice dated 18.05.2022 remained unsettled between the parties and he did not receive any payment for the period from January, 2022 to July, 2022. MW1 has placed on record the statement of payment to the workman through bank transaction (Exhibit 'M7' and Exhibit 'RA').

32. It is the contention of the management that the workman refused to report for work and as per Re-deployment letter dated 11.05.2022, after the lapse of re-deployment period, the services of the workman were discontinued vide letter dated 16.06.2022. The workman during his cross-examination admitted that the management-Company had sent e-mail dated 22.05.2022 (Exhibit 'M1'). He admitted that in pursuance to the letter of re-deployment, he did not join at Gurugram. He suffered a voluntarily statement that no date of joining was mentioned in the Re-deployment letter dated 11.05.2022 but at the same time, he further admitted that he refused the management to re-join at Gurugram.

33. The Learned Representative for the workman submitted that no date of joining was mentioned in the letter of Re-deployment dated 11.05.2022 and therefore, the workman could not join at Gurugram. However, Re-deployment letter attached with e-mail Exhibit 'M1' clearly provides that the workman was placed in re-

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deployment pool for 30 days and the respondent-Company will try to explore up to three opportunities and he will continue to be aligned to his Manager and he was free to seek guidance for exploring opportunities. There is nothing on record to show that the workman had ever contacted the respondent-management showing his willingness to join at Gurugram rather the cross-examination of workman clearly shows that the workman refused the management to re-join at Gurugram and he imposed the condition to settle his demand notice before his re-joining at Gurugram.

34. The workman has himself placed on record the appointment letter dated 20.06.2021 issued by the respondent-management (Exhibit 'W3') along with details of the salary (Exhibit 'W3/1'). MW1 has also tendered in evidence the appointment letter of the workman as (Exhibit 'M3'). Clause 1.2 of the said appointment letter mentions that initial place of work shall be Chandigarh however, his services were transferable to any other role, competency, place or office of the Company or to any subsidiary or associate Company, whether now existing or still to be formed. Further Clause 2.7 of the said appointment letter mentions that the initial period of probation was 365 days from his date of joining and he will be deemed to be confirmed at the end of probation period unless communicated otherwise. Clause 2.9 of the said letter further mentions that after confirmation and thereafter, his services may be terminated by either party by giving 30 days' notice or gross salary in lieu thereof. The workman during his cross-examination admitted that as per Clause 2.7 of the appointment letter (Exhibit 'W3'), his initial probation period was of 365 days. He specifically admitted that as per Clause 2.8, the management could terminate his service by giving 15 days prior notice and he could leave the job by issuing 15 days prior notice. He admitted that Clause 2.10 of appointment letter deals with transfer by Company to other position. During his cross-examination he stated that he refused the respondent-Corporation to rejoin at Gurugram. Hence, the workman was well aware of the terms & conditions of the appointment letter (Exhibit 'W3' / 'M3').

35. Learned Representative for the workman submitted that the condition of transfer did not apply during the pendency of the demand notice. As per record, the workman has issued demand notice on 18.05.2022, which as per the testimony of MW1 was received by the management on 20.05.2022. The management had issued Re-deployment letter dated 11.05.2022 and after the lapse of re-deployment letter, the services of the workman were terminated on 16.06.2022. Therefore, the plea of the workman that the condition of transfer to other position does not apply during the pendency of the demand notice does not carry any merit as the demand notice was issued subsequently to the issuance of Re-deployment letter and the workman did not re-join at Gurugram and the respondent-management was constrained to terminate his services on 16.06.2022 in terms of Re-deployment letter dated 11.05.2022.

36. The workman during his cross-examination stated that he did not receive his wages for the period January, 2022 to July, 2022. MW1 has placed on record the statement of payment to the workman through bank transaction for the period of February, 2022 to August, 2022 (Exhibit 'M7'). The respondent-management has also placed on record the statement of account of the workman for the period 01.07.2021 to 17.06.2022 (Exhibit 'RA') which reflected the payment of ` 14,572/- in the account of the workman on 16.06.2022.

37. Learned Representative for the workman submitted that the services of the workman were terminated without issuance of charge sheet and without payment of retrenchment compensation. Admittedly, the login id. of the workman was blocked on 22.02.2022 and thereafter Re-deployment letter was issued to the workman on 11.05.2022. The workman admittedly did not re-join at Gurugram and issued a demand notice dated 18.05.2022 and thereafter the services of the workman were terminated vide termination letter dated 16.06.2022. The job of the workman was transferable as per the terms & conditions of the appointment letter and the workman being employee of the respondent-management was obliged to accept order of transfer which was in conformity with his joining letter. In spite of joining at the place of transfer, he abandoned his duties without any cogent explanation. Moreover, as per terms & conditions of the appointment letter, the workman was on probation of 365 days and the workman at the time of working with the management was working from home and thereafter he was called to report at the office for work but the workman did not report in the office and thereafter failed to comply with order of transfer. As such, the management has proved that the conduct of the workman was not up to mark and his services were discontinued by the respondent-

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management as he failed to come up with expectations of the management. Reliance is placed on the authority titled as ***Ramesh Kumar Versus M/s Continental Engineers Ltd. & Another, 2011(1) SLR 660.***

38. In the present case, the workman is claiming that he was harassed financially, mentally and physically by the management and for the said act of the management,he is entitled to compensation from the management. Perusal of the demand notice as well as claim statement reveals that the same has been moved under Section 2A of the ID Act. Section 2A reads as under :-

> *"2A. Dismissal, etc., of an individual workman to be deemed to be an industrial dispute. (1) Where any employer discharges, dismisses, retrenches or otherwise terminate the services of an individual workman, any dispute or difference between the workman and his employer connected with, or arising out of, such discharge, dismissal or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute."*

39. In the present case, the workman has claimed compensation on the ground of alleged financial, mental and physical harassment by the management. The workman has failed to prove that the termination of his services by the management was illegal. No iota of evidence has been led to establish that he suffered mentally, physically and financially at the hands of management or that his case for compensation falls under the ambit of Section 2A of the ID Act. Accordingly, this issue stands decided against the workman and in favour of the management.

Issue No. 4 & 5

40. The management was required to prove both the said issues. Learned Representative for the management has not pressed both the said issue during the course of arguments. As such, both the said issues stand decided accordingly.

Relief

41. In view of the aforesaid findings of issue No.1, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : January 19, 2026

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 1st April, 2026

No. 630044-HII(2)-2026/3645.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **57/2022 dated 26.02.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

LALITA DEVI W/O SH. SHER SINGH R/O HOUSE NO. 2530, MARIWALA TOWN, MANIMAJRA, U.T. CHANDIGARH - 160101. (WORKMAN)

AND

1. SH. KAMALDEEP SINGH SANGHA, THE MANAGING DIRECTOR, VERKA COOPERATIVE OFFICE, SCO 153-155, SECTOR 34-A, CHANDIGARH - 160022.
2. SH. UTTAM KUMAR, THE GENERAL MANAGER, VERKA MILK PLANT, 176, PHASE - 1, INDUSTRIAL AREA, CHANDIGARH - 160101.
3. SH. SARVJEET KUMAR (THE CONTRACTOR), SAMPARK SERVICES, SCO 256, SECTOR 46A, CHANDIGARH - 160047 (MOBILE NO. 9872500252). (MANAGEMENT)

AWARD

1. Workman Lalita Devi has presented Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the workman filed the claim statement submitting that she was appointed as Salesman with Verka Milk Booth under the contractor i.e. management No.3 on 17.09.2014. She was not issued any appointment letter by the Department or contractor for the reasons best known to them. Initially she was made to join on duty at Sector 34, Verka Milk Booth and thereafter she was transferred to Chandigarh Secretariat Verka Milk Booth where she was illegally removed from her services by the department on 25.02.2021. She stated that she has been performing her duties sincerely, diligently. She was getting salary of ` 9,300 per month after deducting PF. The said salary was credited in her account. She further stated that she came on her duty on 25.02.2021 as per routine and at about 11:00 A.M. Shri Devinder Kumar, Incharge of the Milk Booth along with Shri Rajeev Mahajan, Marketing Manager came there and informed her that she was removed from her duty from that date. She requested the aforesaid persons to disclose the reasons for her dismissal from service but she was verbally informed that she was dismissed as per instructions of the Marketing Department and she should not come on duty from that day onwards. The workman stated that she had been performing his duties sincerely and diligently upto 5:00 P.M. on 25.02.221, in the presence of Shri Devinder Kumar but she was not paid salary of 25.02.2021. She came to know that both the workman as well as the then Incharge of Verka Milk Booth Shri Amrik Singh were removed from service by the Department on account of closing the Verka Booth before their duty time as complained by some VIP. She stated that on 24.02.2021 in evening she after completing her duty closed the Verka Milk Booth at 5:06 P.M. and CCTV footage of 24.02.2021 at 17:04:43 showed that the customer was being attended by her and at 17:06:17 she was standing outside the Verka Milk Booth after closing the same. She approached the Department as well as management No.1 to 3 and narrated about her illegal dismissal from service with a request to take her back on duty but all in vain. She served a demand notice for her reinstatement but the management did not pay any heed to her request. Thereafter, she referred the matter to the Assistant Labour Commissioner-cum-Conciliation Officer for conciliation of the dispute and demand notice dated 28.09.2021 was served upon the management but no settlement could be arrived at. It is stated that she remained in employment upto 25.02.2021 continuously

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and her services were terminated wrongly & illegally and without being heard. It is stated that in the month of April, 2021 Mr. Amrik Singh - Incharge was made to rejoin at Verka Milk Plant, Industrial Area and new persons has been appointed in her place. There is violation of Section 25F of the ID Act. She has completed 240 days of continuous service as required under Section 25B of the ID Act. Therefore, she was entitled to protection under Section 25F, 25G & 25H of the ID Act. It is prayed that the workman be reinstated with continuity of service, full backwages along with interest.

3. Management No.1 & 2 filed written statement taking preliminary objection inter alia that the answering management was not impleaded in a legal and proper manner. The Punjab State Co-operative Milk Producers Federation Limited and Milk Plant, Chandigarh have not been impleaded in a proper manner by the workman. She was never engaged on the rolls of the answering management. She was an employee of management No.3 for all intents and purposes. The claimant-workman was not a 'workman' as defined under Section 2(s) of the ID Act. There was no privity of contract between the workman and answering management. A prayer was made to dismiss the claim statement.

4. Management No.3 filed written statement taking the preliminary objection that the workman has not approached the Court with clean hands. It is stated that the answering management had entered into a contract with management No.1 for supply of manpower w.e.f. 1st January, 2020. The workman was working with previous contractor. She was supplied as unskilled worker to respondent-management No.1 from 01.01.2020, however, she did not come to attend the work on 26.02.2021. In place of her, another workman was deputed. During conciliation proceedings, the answering respondent-management offered to her to work in another place but she declined for the same. She has concocted a false story whereas she was absent wilfully from 26.02.2021.She never informed the answering management for any development. She was paid the wages up to 25.02.2021 and other due payment. The workman herself remained absent w.e.f. 26.02.2021 so she was not entitled for any protection of Section 25F, 25G & 25H of the ID Act. A prayer was made for dismissal of the claim statement.

5. The workman filed replication to the written statement filed by respondent-management No.1 & 2 as well as management No.3 wherein she reiterated the contents of the claim statement and denied the averments made in the written statements.

6. From the pleadings of the parties, following issues were framed vide order dated 11.10.2023 :-

1. Whether the services of the workman are terminated illegally ?OPW
2. If issue No.1 is proved in affirmative, whether the workman is entitled to reinstatement with continuity of service, full back wages and all attending benefits, as prayed for ?OPW
3. Whether the claimant-workman does not fall within the definition of 'workman' as defined under Section 2(s) of the Industrial Disputes Act, 1947 ?OPM (management No.1 & 2)
4. Whether there is no employer and employee relationship between the management No.1 & 2 and the workman ?OPM (management No.1 & 2)
5. Relief.

7. In evidence of the workman, the workman Lalita Devi herself appeared as AW1 and tendered into evidence her duly sworn in affidavit Exhibit 'AW1/A'. She also tendered into evidence documents :-

Copy of demand notice dated 28.09.2021	**Exhibit 'W1'**
Failure report bearing Memo No.1810 dated 10.08.2022 of the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh	**Exhibit 'W2'**
Printout of CCTV footage recorded on mobile	**Mark 'A'**

Copy of legal notice dated 12.07.2021 got issued by the workman from Thakur Ashwani Verma - Advocate	**Mark 'B'**
Photocopies of postal receipts dated 13.07.2021 (three in number)	**Mark 'B/1' to Mark 'B/3'**

8. The workman also examined Sukhjeet Singh - Clerk, O/o Assistant Labour Commissioner, Sector 30, Chandigarh as AW2, who brought the summoned record and placed on record certified copies of the summoned record i.e.

Zimni order	**Exhibit 'WW2/1'**
Demand notice under Section 2A of the Industrial Disputes Act	**Exhibit 'WW2/2'**
Notice dated 12.10.2021	**Exhibit 'WW2/3'**
Reply dated 16.11.2021 filed by Sampark Services to the notice dated 12.10.2021	**Exhibit 'WW2/4'**
Authority letter dated 15.11.2021 along with reply dated Nil filed by Verka Milk Plant	**Exhibit 'WW2/5'**
Rejoinder filed by the workman	**Exhibit 'WW2/6'**
Failure report bearing Memo No.1810 dated 10.08.2022	**Exhibit 'WW2/7'**

9. Learned Representative for the workman tendered into evidence postal receipts dated 13.07.2021 (Exhibit 'W3') in original with regard to the legal notice dated 12.07.2021 and closed the evidence on behalf of the workman in affirmative.

10. In evidence of the management, management No. 3 examined Saravjit Kumar - Proprietor, M/s Sampark Service as MW1, who tendered into evidence his affidavit Exhibit 'MW1/A'.

11. Management No.1 & 2 examined Sandeep Bhatti - In-charge Admn., Punjab State Co-op. Milk Producers Federation Limited, Milk Plant, Industrial Area, Phase - I, Chandigarh as MW2, who tendered into evidence his affidavit Exhibit 'MW2/A' along with documents :-

Authority letter dated 30.08.2025	**Exhibit 'MW2/1'**
Attested copy of bye-laws of Punjab State Co-op. Milk Producers Federation Limited	**Exhibit 'MW2/2'**
Copy of agreement dated 01.01.2020 executed between Verka Chandigarh Dairy and M/s Sampark Services	**Exhibit 'MW2/3'**
Copy of extension of contract vide letter dated 02.11.2020	**Exhibit 'MW2/4'**
Copy of inquiry report of Sh. Amrik Singh, Clerk-cum-Typist, Verka Chandigarh Dairy	**Exhibit 'MW2/5'**

Thereafter the Learned Representative for the respondent-management No.1 & 2 as well as Learned Representative for the management No.3 closed their evidence vide their separate statements.

12. No evidence in rebuttal led by the workman.

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13. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 3

14. This issue is taken in the first instance as management No.1 & 2 has taken preliminary objection that the claimant-workman was not a 'workman' as defined under Section 2(s) of the ID Act.

15. The management No.1 & 2 was required to prove the said issue.

16. Learned Representative for management No.1 & 2 submitted that the claimant-workman does not fall with the purview of Section 2(s) of the ID Act and therefore, she was not entitled any relief, as claimed for. However, the Learned Representative for the workman submitted that the workman was working at Verka Booth at Punjab Secretariat as Salesman and she was drawing ` 9,300/- after deduction of EPF. The workman while appearing as AW1 had deposed that she was working as Salesman with Verka at monthly salary of ` 9,300/- which was credited inher account. She has further stated that neither Department nor the contractor issued any appointment letter to her. The workman was cross-examined at length by the Learned Representative of respondent-management No.1 & 2 but she was never cross-examined on the aspect that she was not a 'workman' under the purview of the ID Act. Further, the respondent-management No.1 & 2 have not led any evidence in support of their contentions. As such, management No.1 & 2 has failed to establish that the claimant-workman was not a 'workman' as defined under Section 2(s) of the ID Act. Accordingly, the said issue stands decided against the management No.1 & 2 and in favour of the workman.

Issue No. 4

17. The respondent-management No.1 & 2 was required to prove the said issue.

18. Learned Representative for the workman submitted that on 17.09.2014, the workman was appointed as Salesman by respondent-management No.3 under the supervision & control of respondent-management No.1 & 2.

19. On the other hand, Learned Representative for the management No.1 & 2 submitted that the workman was appointed through the service provider i.e. respondent-management No.3 and she never worked under the direct control and supervision of respondent-management No.1 & 2.

20. The workman during her cross-examination stated that she was engaged by management No.3 and her salary was also transferred in her bank account by management No.3. MW1 (witness of management No.3) during his cross-examination conducted by Learned Representative for management No.1 & 2 admitted as correct that management No.3 was paying salaries to the workman and the statutory dues of the EPF and ESI were also deposited under the code of management No.3.

21. It is the contention of the workman that she was working under the direct control & supervision of respondent-management No.1 &2. However, the workman has not produced on record any appointment letter. It is her own admission that she was engaged by management No.3 and her salary was also transferred into her bank account by management No.3. As such, the workman has not been able to establish that there was a relationship of employer & employee between respondent-management No.1 & 2 and herself. Reliance is placed upon authority of Hon'ble Supreme Court in ***Balwant Rai Saluja& Another Versus Air India Limited & Others, 2015 AIR SC 375*** wherein the Hon'ble Supreme Court held that the relevant factors to be taken into consideration to establish an employer-employee relationship would include, inter alia,

a) who appoints the workers;

b) who pays the salary / remuneration;

c) who has the authority to dismiss;

d) who can take disciplinary action;

e) whether there is continuity of service; and

f) extent of control & supervision i.e. whether there exists complete control & supervision.

22. As per record, it is established that the workman was engaged as an outsourced employee by respondent-management No.1 & 2 through service provider i.e. respondent-management No.3. Accordingly, the said issue stands decided in favour of management No.1 & 2 and against the workman.

Issue No. 1 & 2

23. Both these issues are taken up together being interconnected and in order to avoid repetition.

24. The workman is required to prove both the said issues.

25. Learned Representative for the workman submitted that the workman was illegally removed from her services on 25.02.2021 without any show cause notice or inquiry. He argued that the workman was removed from service by the management as the Incharge of Verka Booth used to close the Verka Booth before the duty time. He argued that CCTV footage dated 24.02.2021 explained the fact that the Verka Booth was not closed before 5:00 P.M. However, Learned Representative for management No.1 & 2 as well as management No.3 submitted that the workman never reported for duty after 24.02.2021 and she was also offered alternative employment but she refused to join.

26. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

27. Workman Lalita Devi vide her affidavit Exhibit 'AW1/'A deposed that she was appointed as Salesman under the contractor i.e. respondent-management No.3 on 17.09.2014 though no appointment letter was issued to her. She was illegally removed from service on 25.02.2021 while she was working at Chandigarh Secretariat Verka Milk Booth. She was drawing monthly salary of ` 9,300/- after deduction of PF etc. and the said amount was credited in her account. She came on her duty on 25.02.2021 as per routine and at about 11:00 A.M. Shri Devinder Kumar, In-charge of Verka Milk Booth and Shri Rajeev Mahajan, Marketing Manager came and informed her that she has been removed from her duty from that day. On enquiring about her dismissal, they verbally informed that her dismissal was as per instructions from the Marketing Department and she should not come on duty from that day onwards. She further deposed that she came to know that the then In-charge of Verka Milk Booth Shri Amrik Singh was also removed from service along workman on account of closing the Verka Booth before their duty time as complained by some VIP. She further deposed that CCTV footage showed that on 24.02.2021, in evening she after completing her duty closed the Verka Milk Booth at 5:06 P.M. and on 24.02.2021 at 17:04:43 customer was being attended by her and at 17:06:17 she was standing out of the Verka Milk Booth after closing the same. She deposed that she served legal notice to the management but all in vain. Thereafter, she filed demand notice before the Assistant Labour Commissioner-cum-Conciliation Officer and she further deposed that she had continuously performed her service till 25.02.2021. She was removed illegally without any show cause notice or charge sheet providing opportunity of being heard. She deposed that she has not been made to resume her duties whereas the then In-charge Amrik Singh in the month of April, 2021 was made to re-join at Verka Milk Plant, Industrial Area and new person has been appointed in place of her. She has completed more than 240 days of continuous service as required under Section 25B of the ID Act. Her termination of service was in violation of Section 25F, 25G & 25H of the ID Act.

28. AW2 Sukhjeet Singh - Clerk of Office Assistant Labour Commissioner, Chandigarh placed on record the certified copy of summoned record Exhibit 'WW2/1' to Exhibit 'WW2/7'.

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29. MW1 Saravjit Kumar - Proprietor of management No.3 deposed that no appointment letter was issued to the workman, however she had herself abandoned the services and did not report at her workplace. She was offered the job at another workplace but she did not join. MilkfedVerka reported her absence from work on 24.02.2021 and since then she did not return for work.

30. MW2 Sandeep Bhatti - In-charge Admn., Punjab State Co-op. Milk Producers Federation Limited deposed that the workman was never engaged on the rolls of management rather she was employee of respondent-management No.3 for all intents & purposes. There never existed any employee-employer relationship between the workman and management No.1 & 2. She was deployed by respondent-management No.3 at Verka Booth, Civil Secretariat, Chandigarh. She was found absent from her duty during a VIP visit before closing hours without any permission or information and looking into the seriousness of the matter, her services were withdrawn. She was offered deployment at other places by management No.3 but she did not join. She deposed that Shri Amrik Singh, who was a regular employee of management No.2 was also found absent along with workman and he was placed under suspension and a regular domestic inquiry was ordered against him wherein he admitted his guilt and reinstated into service by issuance of warning.

31. It transpires from the case file that the workman was performing her duties at Verka Milk Booth, Punjab Secretariat in the month of February, 2021. This fact has not been disputed and denied by the respondent-management No.3. The workman during her cross-examination admitted that she was engaged by management No.3 and her salary was transferred in her bank account by respondent-management No.3. The workman has submitted that she was removed illegally from her services from 25.02.2021 without any rhyme & reason. She deposed that on the said date about 11:00 A.M.Shri Devinder Kumar - Incharge of Verka Milk Booth and Shri Rajeev Mahajan - Marketing Manager informed her that she was removed from service from that day. She deposed that she performed her duties sincerely & diligently up to 5:06 P.M. on the said day and she was not paid for his work on 25.02.2021. She has further stated that the CCTV footage explained that on 24.02.2021 she attended the customer at 17:04.43 and closed Verka Booth at 17:06:17 (5:06 P.M.). The workman during her oral testimony has produced the printout of CCTV footage as Mark 'A'. During her cross-examination she stated that the CCTV footage was showing her presence and she had personally visited the control room and clicked the photo Mark 'A' with the permission of her In-charge. She had not obtained any written permission for obtaining alleged CCTV footage. She also admitted that the Verka Booth was situated in the Secretariat Punjab, Sector 1, Chandigarh and the CCTV cameras were installed by the Secretariat and not by respondent-management No.1 & 2 and she did not move any application to the In-charge or relevant Authority of the Control Room to preserve CCTV footage. The CCTV footage was the best evidence available with the workman to show that the printout of CCTV footage Mark 'A' pertained to 24.02.2021 and the CCTV footage dated 25.02.2021 regarding her presence at Verka Booth during duty hours. However, the best evidence has not been produced by the workman. The printout of CCTV footage Mark 'A' pertains to 24.02.2021 and the same is of no help to prove that the workman had performed her duties on 25.02.2021, as averred by her. Admittedly, no application has been moved by the workman before the concerned authority to preserve the relevant CCTV footage. The workman did not summon any official from the Punjab Secretariat, Chandigarh to show her presence in the Verka Booth on 25.02.2021. The In-charge Devinder Kumar and Rajiv Mahajan - Marketing Manager have not been impleaded as party in thepresent case. The respondent-management No.1 Shri Kamaldeep Singh Sangha and Shri Uttam Kumar admittedly have not engaged her or appointed her.Moreover, it is an admission on the part of the workman that she has not given any written intimation to the contractor / management No.3 that her services were verbally terminated on 25.02.2021 by the officials of management No.1 & 2. During her cross-examination she admitted that she did not report to the Contractor - management No.3 after 25.02.2021. She has further admitted that photograph Mark 'A' wasof 24.02.2021 and she had received her full wages up to 24.02.2021. The workman during her cross-examination had stated that after 25.02.2021, she did not make any effort to find any job and after five months of termination of her services, she went to her native village at Himachal Pradesh. No evidence has been led by the workman to the effect that she had ever reported for duty on 25.02.2021 and afterwards. As such, it is crystal clear that the workman has herself abandoned the services and her services were never terminated by the respondent-management, as averred by her and therefore, there is no violation of Section 25F of the ID Act.

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32. Admittedly, the workman was offered job of Sweeper and she refused to accept the same. She admitted that in the present claim application she did not mention that the contractor had offered alternative job to her and she had refused for the same. MW1 during his cross-examination has stated that she was offered employment at alternative place where they have the contract but the workman did not accept offer during conciliation proceedings before the Assistant Labour Commissioner. He further stated that respondent No.3 had no work available with them at Verka Milk Plant as their contract had ended. The workman in her pleadings has suppressed the material facts from this Court. She failed to establish by convincing evidence that her services were terminated illegally by the management. Accordingly, both the said issues stand decided against the workman and in favour of the management.

Relief

33. In view of the aforesaid findings, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : February 26, 2026

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

Secretary Labour,
Chandigarh Administration.

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CHANGE OF NAME

I, Neha Devi W/o Suresh Kumar R/o # 387, Gali No. 3, Daria Chandigarh, have changed my minor son name from Baby of Neha to Prince.

[963-1]

I, Sanjay Kumar S/o Nathu Ram R/o # 1012, Phase-2, Ramdarbar, Chandigarh, have changed my minor son name from Divyang *alias* Divyansh to Divyansh.

[964-1]

I, Rinku S/o Tek Chand # 2383, Sector 20-C, Chandigarh, have changed my minor son name from Baby Two of Komal to Chhayadeep.

[965-1]

I, Akash S/o Rajesh Kumar # 817, Ramdarbar Chandigarh, have changed my minor daughter name from Baby One of Neelam to Harshika.

[966-1]

I, Shambhu S/o Shiv Raj R/o # 26/30, Faida Niazampur Chandigarh, have changed my minor daughter name from Lachmi to Lakshmi.

[967-1]

I, Baljeet Kaur D/o Vimal Parkash, R/o House No. 426, Sector 38 west, Dadu Majra Colony, Chandigarh, have changed my minor daughter name from Baby of Baljeet Kaur to Kirat.

[968-1]

I, Leela Ram S/o Pyare Lal R/o House No. 190, New Darshni Bagh Manimajra Chandigarh, have changed my name from Leela Ram to Pal Singh Dhillon.

[969-1]

I, Ranjeet Kaur W/o Sukhdyal Singh R/o # 434/2, Mohalla Dera Sahib, Manimajra, Chandigarh-160101, have changed my name to Ranjit Kaur.

[970-1]

I, Chetram S/o Bhoop Ram R/o # 3111, Mauli Jagran Complex Chandigarh, have changed my name to Chet Ram.

[971-1]

I, Elis Ahmed S/o Nazir Ahmed # 385, Phase-1, Bapudham Colony Sector 26, Chandigarh, have changed my name to Elyas Ahmed.

[972-1]

I, Jahanara Begum W/o Elyas Ahmed # 385, Phase-1, Bapudham Colony Sector 26, Chandigarh, have changed my name to Jahara Begam.

[973-1]

I, Amarjit Singh Sodhi S/o Sh. Inder Singh, H. No. HIG 23, Sector 48-C, Chandigarh-160047, have changed my name Amarjit Singh to Amarjit Singh Sodhi.

[974-1]

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I, Renoo Kashyap W/o Rajjan Kashyap R/o 165, Sector 52, Kajheri, Chandigarh-160036, have changed my name to Renu Kashyap.

[975-1]

I, Bhawani Das S/o Late Sh. Jagdish Ram R/o # 2176,-D, Block No. 6, Sector 63, Chandigarh, have changed my name from Bhawani Das to Bhawani Dass Sharma.

[976-1]

I, Satheesh M S/o Sh. D Muruganandam R/o # 1539, Sector 47-B, Chandigarh-160047, have changed my name from Satheesh M to M Satheesh.

[977-1]

I, Shakshi Saini W/o Shubham Mudgil, House No. 203, Sector 55, Palsora, Chandigarh, have changed my name from Shakshi Saini to Shakshi Mudgil.

[978-1]

I, Neetu Shrma W/o Anil Kumar Sharma R/o House No. 3630, Mauli Jagran Chandigarh, have changed my name to Neetu Sharma.

[979-1]

I, Avtar Kaur Bains W/o Jaswant Singh Bains R/o # 1084, 18-C, Chandigarh, have changed my name to Avtar Kaur.

[980-1]

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